

AUDIENCE’S OFFICIAL RULES FOR
HOME FOR THE HOLIDAYS 2023

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

THESE OFFICIAL RULES GOVERN ONLY THE PROMOTION AND ARE NOT APPLICABLE TO ANY THIRD-PARTY CONTEST (DEFINED BELOW).

BY ENTERING THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT BETWEEN THE ENTRANT (“ENTRANT” OR “YOU”) AND AUDIENCE, LLC. YOU ARE ADVISED TO READ THEM CAREFULLY BEFORE ENTERING.

Overview. These “Official Rules” are for the **Home for the Holidays 2023** sweepstakes (the “Promotion”), which is sponsored by Audience, LLC (“Audience”), and presented in collaboration with participating local radio stations and other entities (each, a “Participating Entity,” and collectively with Audience, the “Promotion Entities”). You may enter the Promotion by completing an entry form on RadioContest.com or a Participating Entity’s website, as described in greater detail below, beginning at 12:00 AM EST on **Tuesday, November 1st, 2022**, and until 11:59 PM EST on **Wednesday, December 21st, 2022** (the “Promotional Period”).

ANY WINNER WILL BE REQUIRED TO RESPOND TO WINNER NOTIFICATION AND OTHER COMMUNICATIONS FROM AUDIENCE WITHIN FORTY-EIGHT (48) HOURS ACCORDING TO THE NOTICE(S) FROM AUDIENCE OR THE PRIZE MAY BE FORFEITED (IN AUDIENCE'S SOLE DISCRETION).

Eligibility. The Promotion is open to all legal residents of the United States, including the District of Columbia, and Canada, excluding Quebec, who is 21 years of age or older at the time of entry. Employees of a Promotion Entity or any other television or radio stations located in the same market as a Participating Entity, and their respective parents, subsidiaries, affiliates, advertising or promotion partners (if any), and members of their immediate families (spouse, parents, siblings or children) or persons living in the same household (whether related or not) are not eligible to participate or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside the United States and Canada and where prohibited. Entrants who do not meet the eligibility requirements will be disqualified and unable to win.

Entrants must provide truthful information when entering the Promotion; Audience will reject and delete any entry that it finds to be false or fraudulent. Audience will disqualify any entry from any individual who does not meet the eligibility requirements, and will also delete any entry as required by law.

Entry Method. During the Promotional Period, entrants may enter the Promotion by visiting radiocontest.com or the website of any Participating Entity and following all steps to complete and submit an

entry form with all required information. Limit one (1) unique entry per person per Participating Entity per day.

Entrants must submit all information required on the entry form, which may include first and last name, telephone number, email address, home address, and/or date of birth. Entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service provider or other organization that is responsible for assigning the email address or the domain associated with the submitted email address. Multiple entrants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Incorrect, illegible, corrupt, and incomplete entries are void. Proof of submission of an entry shall not be deemed proof of receipt.

A Participating Entity may offer entrants the opportunity to earn bonus entries throughout the Promotion Period. The availability of and means for earning such bonus entries shall be at the discretion of each Participating Entity. Limit sixty (60) bonus entries per entrant throughout the Promotion Period.

All information entrants provide upon entering the Promotion is subject to Audience's Privacy Policy, available at <https://www.audience.io/privacy/>, For details about how information is collected and used by Participating Entities, entrants must refer to the applicable Participating Entity's privacy policy.

The Promotion Entities are not responsible for technical outages, delays, or malfunctions of any kind, including those related to the Internet, cell phone service, or computer failures. Accordingly, the Promotion Entities are not responsible for errors or data loss of any kind, lost or unavailable Internet connections, failed, incomplete, garbled or deleted computer or network transmissions, inability to access any website or online service, any other error or malfunction, late, lost, illegible or misdirected entries, or for printing errors in any advertisement, entry form or rules.

Entry materials that have been tampered with or altered are void. If the Promotion Entities determine, in their sole discretion, that there is any suspected or actual electronic tampering with the Promotion or if technical difficulties compromise the integrity of the Promotion, the Promotion Entities reserve the right to void the entries at issue and/or modify, suspend or terminate the Promotion. If, for any reason, the Promotion is not capable of running as planned, including because of tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Promotion Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promotion Entities reserve the right to modify, suspend or terminate the Promotion.

Any attempt by an entrant or any person to deliberately damage any website or social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, Audience reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. Audience's failure to enforce any

term of these Official Rules shall not constitute a waiver of that provision.

4. Prizes and Odds of Winning.

- A total of one (1) prize will be awarded, which will be the lesser of \$18,000 or the value of the winning entrant's (the "Winner's") annual rent or mortgage payments for one year (the "Prize"). The Prize will be awarded in the form of a check from Audience and may take 6–8 weeks from the end of the Promotional Period to issue. The cash value of the Prize will be determined based on the Winner's rent or mortgage payments on the date the winning entry is submitted.
- All prize details not specifically stated in these Official Rules will be determined by Audience in its sole discretion. All taxes (federal, state, and local) are the sole responsibility of the Winner. Winner will receive an IRS Form 1099 for the ARV of the prize. Prize will be mailed to the Winner following verification at the address provided by Winner.
- Odds of winning depend on the number of eligible entries received.
- The Prize cannot be transferred or substituted except in Audience's sole discretion. Audience reserves the right to substitute the Prize with a prize of comparable or greater value (as determined by Audience in its sole discretion). The Prize is expressly limited to the item(s) listed above and does not include taxes, gratuities or

any other expenses.

- By accepting the Prize, the Winner agrees to release Audience and its advertising, promotion and production agencies and their respective parents and subsidiaries, shareholders, directors, employees, agents and representatives from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained directly or indirectly in connection with the receipt, ownership or use of the Prize.

Third-Party Contests. Each Participating Entity may offer entry into a local sweepstakes that is affiliated with the Promotion (a “Third-Party Contest”). Each Third-Party Contest is a separate sweepstakes governed by its own official rules. Please see the Third-Party Contest official rules from the Participating Entity through whom you entered for full details. Third-Party Contests are not endorsed by Audience, under Audience’s control, and Audience is not responsible for the legality, appropriateness or any other aspect of such Third-Party Contests, or for any damage or loss caused or alleged to be caused by your participation in any such Third-Party Contests. When you enter a Third-Party Contest, you do so at your own risk.

6. Winner Selection and Notification.

- Decisions of Audience with respect to the Promotion, including winner selection and the awarding of prizes, are final and binding when made.

- The Winner will be randomly selected from among all eligible entries via random drawing conducted on or about December 22, 2022.
- The Winner will be contacted by Audience at the phone number or email provided at the time of entry. Audience is not responsible for any prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond Audience's control.
- Prior to awarding a prize, Audience in its sole discretion may require verification of the Winner's identity by a showing of valid government-issued photo ID. In addition, the Winner shall provide such documentation of his or her rent or mortgage payments that Audience reasonably requests

7. General.

- Payments of all federal, state and local taxes are solely the responsibility of Winner. Winner must execute and return any required IRS form (including IRS form 1099), affidavit of eligibility, liability and publicity release (where permitted by law), or similar document within ten (10) days of notification or Winner may be disqualified in Audience's sole discretion and the prize will be forfeited.
- Participating in the Promotion and accepting a prize constitutes the Winner's permission for Audience or its agents to photograph, film,

and record Winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, Audience may, where legal, require the Winner to sign a publicity release confirming such consent prior to acceptance of the prize.

- To the fullest extent permitted by law, by participating in the Promotion and/or accepting a prize, an entrant understands and agrees:
- to release and hold harmless Promotion Entities, and each of their respective parent, subsidiary and affiliated entities, advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook), and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each (collectively, the “Released Parties”) against any and all claims or liability arising directly or indirectly from the Prize or the Promotion. You further understand and agree that all rights under Section 1542 of the Civil Code of California (“Section 1542”) and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF

EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

- that the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
- that any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);
- that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys’ fees, and entrants hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;

- that any claim or dispute regarding the Promotion or these Official Rules will be resolved pursuant to the laws of the State or Commonwealth in which Audience is located, without regard to the conflicts of laws and rules of that State or Commonwealth;
- that any claim or dispute regarding the Promotion or these Official Rules will be resolved in a tribunal within the State of Utah, and entrants submit to the jurisdiction of and waive all objections to the jurisdiction or venue of such tribunal; and
- if for any reason a claim or dispute regarding the Promotion or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

Official Rules and Winner List. To obtain a copy of these Official Rules or a winner list following completion of the Promotion, email your request to marketing@audience.io.